

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				INITIALS / CONTROL NO. NHS/040812		1. REQUISITION NUMBER N66604-3303-087C	
<i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N66604-04-Q-0812	
						6. SOLICITATION ISSUE DATE 2004 JAN 23	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NANCY H. STRICKLAND		b. TELEPHONE NUMBER (No collect calls) 401-832-1884		FAX NUMBER 401-832-4519	
						8. OFFER DUE DATE / LOCAL TIME 2003 FEB 13 2:00 pm	
9. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591, Simonpietri Drive Newport, RI 02841-1708				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(a)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9	
15. DELIVER TO: Receiving Officer, General Physics Services Corporation 312 Connell Highway Newport, RI 02840				16. ADMINISTERED BY SEE BLOCK 9 PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED. DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.		12. DISCOUNT TERMS PURCHASE CARD 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR / OFFEROR POC/TELE. NO. DUNS NUMBER:				18a. PAYMENT WILL BE MADE BY THIS IS A REQUEST FOR QUOTATION ONLY. IT IS NOT AN ORDER			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE NOTE ABOVE			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE PAGE 2				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE			
33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	CYLINDER BARREL & LINER ASSEMBLY, PER DWG. 7052738 REV A. (ATTACHMENT #2) (NSN: 7H 1355-01-507-3138) PACKAGING PER MIL-STD-290 AND MARKING PER MIL-STD-290 AND MIL-STD- 129, (ATTACHMENT #3) AND IN ACCORDANCE WITH 3.3.4 IN ATTACHMENT #2	6	EA		

NOTE: THE DRAWINGS INCLUDED SPECIFICATIONS WILL NOT BE EXHIBITED ON OUR WEB SITE. THEY CAN BE OBTAINED BY SENDING YOUR EMAIL REQUEST TO NANCY STRICKLAND AT STRICKLANDNH@NPT.NUWC.NAVY.MIL CITING RFQ N66604-04-Q-0812 AND YOUR JCP NUMBER. PLEASE INCLUDE YOUR COMPLETE ADDRESS AND CAGE CODE. SEE ATTACHMENT #4 ABOUT THE JCP.

DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	6 EA	240 DAYS ARO

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

MARKING FOR SHIPMENT - BAR CODING REQUIRED

Items supplied hereunder shall be marked for shipment in accordance with MIL-STD-129, including bar coding in accordance with MIL-STD-1189 as clarified below:

- (1) The preferred bar code density (characters/inch) is standard, but densities from standard to low are acceptable. Densities are defined in MIL-STD-1189.
- (2) The OCR-A characters do not have to be machine readable.
- (3) The bar code shall be machine readable.
- (4) On outer containers:
 - (i) The item stock number and contract number may be encoded in one line of bar code, in that order and with no spaces or dashes encoded, or

- (ii) The item stock number and contract number may be encoded on two labels. The top label will have the stock number and the lower one will have the contract number.
- (5) The preferred position of the OCR-A characters is below the bar codes but the OCR-A characters may be above the bar codes.
- (6) Multi-picks (shipping containers with two or more stock numbered items inside) shall not be bar coded.
- (7) On intermediate and unit packs the NSN in bar code with OCR-A below may be on the same label as the other data required by MIL-STD-129. However, the bar code NSN will appear on the top line with the OCR-A characters on the second line.
- (8) Unless otherwise specified in this section, the bar code height shall be 0.25 inch (6.4 mm) or 15 percent of the bar code length, whichever is greater.

INSPECTION AND ACCEPTANCE - ORIGIN AND DESTINATION (HARDWARE) – (AUG 1999)

- (a) Initial inspection and acceptance of the supplies being furnished shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: TBD (as designated in "Place of Performance").
- (b) If the contract provides for Government procurement quality assurance actions at origin, the place(s) designated for such actions may not be changed without authorization of the Procuring Contracting Officer.
- (c) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the CAO-QAR as follows:
- (1) CLINs/SCLINS: 0001
 - (2) Period of Advance Notice: 15 working days
 - (3) Method of Advance Notice: In Writing
- (d) Final inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (e) The receiving activity shall execute the acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

PLACE OF PERFORMANCE - (FAR 52.215-6) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address,
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant
or Facility if Other than Bidder

CONTRACT CLAUSES ADDENDUM

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ☐ (ii) Alternate I (Mar 1999) of 52.219-5.
 - ☐ (iii) Alternate II (Jun 2003 of 52.219-5.
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).
 - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10), (11) and (12) are not applicable to this acquisition.
- ☒ (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- ☒ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) through (23) are not applicable to this acquisition.
- ☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (DEV) (Jul 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (25) and (26) are not applicable to this acquisition.
- ☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (29) through (31) are not applicable to this acquisition.
- ☐ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 522a).
- ☐ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

— (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

— 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)
- ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)
- ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- ☒ 252.225-7001, Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012, Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a)
- ☐ 252.225-7014, Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7015, Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☒ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ 252.225-7021, Trade Agreements (APR 2003) (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779)
- ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755)
- ☐ 252.225-7036, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- ☐ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
- ☐ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
- ☐ 252.232-7003, Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227)
- ☐ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
- ☒ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I (MAR 2000), (☐ Alternate II (MAR 2000)(☐ Alternate III (MAY 2002)(10 U.S.C. 2631)
- ☒ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a)
- 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
- 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

ADDITIONAL CONTRACT TERMS AND CONDITIONS -- APPLICABLE WHEN CHECKED.

- ☐ 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- ☒ 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)
- ☒ 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- ☒ 52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)
- YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY**

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in

accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

X AWARD CRITERIA

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the requirements of the solicitation.

X 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2003)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this

solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
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OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

Taxpayer Identification Number (TIN) is: _____

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (JUN 2003) -- ALT I (APR 2002)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Is not applicable to this acquisition.

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraph (c)(6) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7), (8) and (9) are not applicable to this acquisition.

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous Contracts and Compliance.* The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no

Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f), and (g) are not applicable to this acquisition.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) is not applicable to this acquisition.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(NOV 1995)**

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

X 252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

(3) The following end products are other foreign end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

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Line Item #	Part Number	Rev	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev
0001	7052738	A	Cylinder Barrel & Liner Assembly	7052738	A						
0001	PL7052738	A				PL7052738	A				
0001	7052737	B				7052737	B				
0001	PL7052737	A						PL7052737	A		
0001	7052732	B								7052732	B
0001	6300561	C								6300561	C
0001	5905579	B								5905579	B
0001	5906078-1	G				5906078-1	G				
0001	2498571	F				2498571	F				
0001	2505444	G				2505444	G				
0001	5905694	B				5905694	B				
0001	2507294-39	AV				2507294-39	AV				
0001	WS22193	A						WS22193	A		
0001	2507294-25	AV				2507294-25	AV				
0001	WS22193	A						WS22193	A		
0001	2509092	G				2509092	G				
0001	5205453	K				5205453	K				
0001	7053271-1	A				7053271-1	A				
0001	7053271-2	A				7053271-2	A				
0001	6813119	SCN-1				6813119	SCN-1				

ATTACHMENT (1) DATA MATRIX

1. FOR CYLINDER BARREL AND LINER ASSEMBLY

Quantity Unit Pack - **QUP = 001**

Preservation Methods - **PRES MTHD = 33** (Greaseproof-waterproof bag, sealed)

Cleaning Procedure - **CLNG/DRY = 1** (Any suitable process not injurious to item)

Preservation Material - **PRESV MAT = ZZ** (See Specific instructions on drawing provided)

Wrapping Material - **WRAP Mat = XX**

Cushing & Dunnage - **CUSH/DUNN MAT = AD** (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - **CUSH/DUNN THKNESS = X** (As required to protect the item)

Unit Container - **UNIT CONT = F5** (VENDOR'S WOOD BOX, REUSABLE)

Optional Procedure Indicator - **OPI = O** (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - **INTRMDTE CONT = XX**

Intermediate container quantity - **INTRMDTE CONT QTY = AAA** (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) **PACK CODE = U** (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

UNITED STATES / CANADA JOINT CERTIFICATION PROGRAM

The Joint Certification Program (JCP) established the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.24, a companion directive, establishes the distribution marking system for DoD-controlled technical documents. The U.S. / Canada Joint Certification Program is managed by the U.S. / Canada Joint Certification Office (JCO). The JCO, a common jointly staffed office, is located at the Defense Logistics Information Service (DLIS), 74 Washington Avenue North, Battle Creek, MI 49017-3084 (Tel. 800-352-3572) or online at www.dlis.dla.mil/jcp/. The JCO receives and processes certification forms submitted by U.S. and Canadian contractors that wish to obtain access to unclassified technical data disclosing critical technology under the control of, or in the possession of DoD. To become certified, U.S. contractors must submit a completed DD Form 2345 to the JCO. Canadian contractors may submit either a completed DD Form 2345 or DSS-MAS 9739 for certification. However, a DD Form 2345 shall be used when a Canadian contractor intends to request access to DoD-controlled technical data. In addition, a copy of the firm's State/Provincial Business License, Incorporation Certificate, Sales Tax Identification Form or other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

As the drawing required for this solicitation are stamped "Distribution D", they can only be provided to firms which have already been certified by the JCP, which can be proven through provision of the assigned JCP number. No drawings will be provided to uncertified firms.

N66604-3303-087C.

GOVERNMENT PROPERTY MADE AVAILABLE

1. The following are located at NUWCDIVNPT or other government sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- a. LABORATORY FACILITIES
None
- b. LABORATORY EQUIPMENT
None
- c. OFFICE FACILITIES
None
- d. OFFICE EQUIPMENT
None
- e. COMPUTER FACILITIES
None
- f. COMPUTER EQUIPMENT
None
- g. SOFTWARE
None
- h. OTHER
None

2. The following GFE will be provided for contractor possession (use, not title):

<u>Plant Account No.</u>	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq Cost (EA)</u>	<u>Time</u>
None					

3. The following government furnished material will be provided for incorporation into end products:

<u>Plant Account No.</u>	<u>Type</u>	<u>Description/Serial No.</u>	<u>Quantity</u>	<u>Acq Cost (EA)</u>	<u>Time</u>
NONE	MAT	Cylinder Barrel Forgings	6	\$2,500.00	30 DAC